

19 November 2024

Dear Shareholders.

ADDENDUM TO NOTICE OF ANNUAL GENERAL MEETING

Peppermint Innovation Limited (ACN 125 931 964) (ASX:PIL) (**Company**) refers to the notice of annual general meeting released to the Company's ASX platform on 28 October 2024 (**Notice**) in respect of the Company's upcoming Annual General Meeting (**AGM**) to be held on 10:00am (WST) on 29 November 2024.

As announced on 5 November 2024, the Company entered into a convertible note funding facility (**Facility**) with Obsidian Global GP, LLC. The Directors have resolved to issue an addendum to the Notice (**Addendum**) to include an additional three resolutions, Resolutions 8 to 10 (**Additional Resolutions**), in relation to the Facility.

Please refer to the announcement released to the Company's ASX platform on 5 November 2024 for further information regarding the Facility.

In accordance with the Corporations Act, the Company will not be sending hard copies of the Notice or the Addendum to Shareholders unless a shareholder has previously requested a hard copy. The Notice and the Addendum can be viewed and downloaded from <https://pepltd.com.au/investors/asx-announcements/>.

Annexed to the Addendum is a replacement Proxy Form (**Replacement Proxy Form**). To ensure clarity of voting instructions by Shareholders on the Resolutions to be considered at the AGM, Shareholders are advised that:

- (a) If you have already completed and returned the Proxy Form annexed with the Notice (**Original Proxy Form**) and you wish to change your original vote for Resolutions 1 to 7 or cast votes for the Additional Resolution, you must complete and return the Replacement Proxy Form.
- (b) If you have already completed and returned the Original Proxy Form and you do not wish to change your original vote for Resolutions 1 to 7 or vote on the Additional Resolutions, you do not need to take any action as the earlier submitted Original Proxy Form will be accepted by the Company for Resolutions 1 to 7 unless you submit a Replacement Proxy Form. For the sake of clarity, the Company notes that if you do not lodge a Replacement Proxy Form, you will not have cast a vote on the Additional Resolutions.
- (c) If you have not yet completed and returned a Proxy Form and you wish to vote on the Resolutions in the Notice as supplemented by the Addendum, please complete and return the Replacement Proxy Form.

Shareholders are requested to contact the Company via email at info@pepltd.com.au if they have any queries in respect of the Addendum or Notice.

Yours sincerely,

Chris Kain
Managing Director & CEO
Peppermint Innovation Limited



PEPPERMINT INNOVATION LIMITED
ACN 125 931 964
ADDENDUM TO NOTICE OF ANNUAL GENERAL MEETING

Peppermint Innovation Limited (ACN 125 931 964) (**Company**) hereby gives notice to Shareholders that, in relation to the Notice of Annual General Meeting released on the ASX on 28 October 2024 (**Notice**) in respect of the Company's annual general meeting of members to be held at 10:00am (WST) on 29 November 2024 (**Meeting**), the Directors have resolved to include new Resolutions 8, 9 and 10 (**Additional Resolutions**), on the terms set out in this Addendum.

Capitalised terms in this Addendum have the same meaning as given in the Notice except as otherwise defined.

This Addendum is supplemental to the Notice and should be read in conjunction with the Notice. Apart from the amendments set out below, all Resolutions and the Explanatory Statement in the original Notice remain unchanged.

Replacement Proxy Form

Annexed to this Addendum to the Notice is a replacement Proxy Form (**Replacement Proxy Form**). To ensure clarity of voting instructions by Shareholders on the Resolutions to be considered at the Meeting, Shareholders are advised that:

- (a) If you have already completed and returned the Proxy Form annexed with the Notice (**Original Proxy Form**) and you wish to change your original vote for Resolutions 1 to 7 or cast votes for the Additional Resolution, **you must complete and return the Replacement Proxy Form**.
- (b) If you have already completed and returned the Original Proxy Form and **you do not wish to change your original vote for Resolutions 1 to 7 or vote on the Additional Resolutions, you do not need to take any action** as the earlier submitted Original Proxy Form will be accepted by the Company for Resolutions 1 to 7 unless you submit a Replacement Proxy Form. For the sake of clarity, the Company notes that if you do not lodge a Replacement Proxy Form, **you will not have cast a vote on the Additional Resolutions**.
- (c) If you have not yet completed and returned a Proxy Form and you wish to vote on the Resolutions in the Notice as supplemented by this Addendum, **please complete and return the Replacement Proxy Form**.

Enquiries

Shareholders are requested to contact the Company via email at info@pepltd.com.au if they have any queries in respect of the matters set out in these documents.

SUPPLEMENTARY BUSINESS OF THE MEETING

The agenda of the Notice is amended by including the following Additional Resolutions:

9. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF FIRST PURCHASE CONVERTIBLE NOTES TO OBSIDIAN GLOBAL GP, LLC

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, in accordance with Listing Rule 7.4 and for all other purposes, Shareholders approve and ratify the issue of Convertible Notes pursuant to the Convertible Note Agreement totalling A\$750,000 and subsequent entitlement to convert into Shares (on the basis described in the Explanatory Statement), on the terms and conditions set out in this Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

10. RESOLUTION 9 – APPROVAL TO ISSUE TOP-UP PURCHASE CONVERTIBLE NOTES TO OBSIDIAN GLOBAL GP, LLC

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of Listing Rule 7.1, and for all other purposes, approval is given for the Company to issue Convertible Notes pursuant to the Convertible Note Agreement totalling A\$250,000 with the subsequent entitlement to convert into Shares (on the basis described in the Explanatory Statement), on the terms and conditions set out in this Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

11. RESOLUTION 10 – APPROVAL TO ISSUE SUBSEQUENT PURCHASE CONVERTIBLE NOTES TO OBSIDIAN GLOBAL GP, LLC

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

“That, for the purposes of Listing Rule 7.1, and for all other purposes, approval is given for the Company to issue Convertible Notes pursuant to the Convertible Note Agreement totalling A\$2,000,000 with the subsequent entitlement to convert into Shares (on the basis described in the Explanatory Statement), on the terms and conditions set out in this Explanatory Statement.”

A voting exclusion statement applies to this Resolution. Please see below.

Voting Exclusion Statement:

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the Resolution set out below by or on behalf of the following persons:

Resolution 8 – Ratification of prior issue of First Purchase Convertible Notes to Obsidian Global GP, LLC	Obsidian Global GP, LLC or any other person who participated in the issue or is a counterparty to the agreement being approved or an associate of that person or those persons.
Resolution 9 – Approval to issue Top-up Purchase Convertible Notes to Obsidian Global GP, LLC	Obsidian Global GP, LLC or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 10 – Approval to issue Subsequent Purchase Convertible Notes to Obsidian Global GP, LLC	Obsidian Global GP, LLC or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

SUPPLEMENTARY EXPLANATORY STATEMENT

The Explanatory Statement is supplemented by including the following additional Sections 9 to 12:

9. BACKGROUND

9.1 General

Further to the announcement on 5 November 2024, the Company has entered into a convertible securities and share placement agreement with Obsidian Global GP, LLC (a US-based entity) (**Obsidian**) for a facility of up to A\$3 million, pursuant to which the Company may draw down on the facility through the issue of convertible notes (**Convertible Notes**) (**Convertible Note Agreement**).

Pursuant to the Convertible Note Agreement, the Company agreed to issue, and Obsidian agreed to subscribe for up to A\$3 million of Convertible Notes, in three tranches described below:

- (a) the Company issued, and Obsidian purchased 503,356 Convertible Notes for a subscription sum of A\$750,000 (**First Purchase Convertible Notes**) on 13 November 2024 (**First Purchase Date**);
- (b) subject to Shareholder approval and the satisfaction of other standard conditions precedent, the Company has agreed to issue, and Obsidian has agreed to subscribe for further Convertible Notes for a subscription sum of A\$250,000 (**Top-up Purchase Convertible Notes**); and
- (c) subject to Shareholder approval and agreement between the parties and satisfaction of other standard conditions precedent, the Company has agreed to issue, and Obsidian has agreed to subscribe for further Convertible Notes up to a total subscription sum of A\$2 million (**Subsequent Purchase Convertible Notes**).

The Convertible Notes will be issued at a face value of US\$1.15 per Convertible Note and a maturity date of 36 months from the date of issue.

The Company will issue the number of Convertible Notes that is equivalent to the actual amount paid in US\$ by Obsidian. The number of Convertible Notes that may be issued may change depending on the prevailing AUD:USD exchange rate at the time that the Convertible Notes are issued under the Convertible Note Agreement.

Pursuant to the Convertible Note Agreement, the Company also issued 37,500,000 Shares on 13 November 2024 (**Placement Shares**). These Placement Shares are intended to be used to offset any future Shares issued to Obsidian at its discretion.

The Convertible Notes may be converted at various conversion prices as set out in Schedule 3. Notwithstanding that, the maximum number of Shares to be issued as the Placement Shares and on conversion of the First Purchase Convertible Notes, without Shareholder approval, is 230,677,025 (**Maximum Share Number**). Refer to Section 10.2 for a breakdown of the number of Shares which may be issued on conversion of the First Purchase Convertible Notes at various conversion prices.

A summary of the key terms of the Convertible Notes is set out in Schedule 3.

The issue of the Top-Up Purchase Convertible Notes and Subsequent Purchase Convertible Notes are subject to Shareholder approval under Listing Rule 7.1. The Company seeks the required Shareholder approvals at this Meeting (refer to Resolutions 9 and 10 respectively).

As stated above, the First Purchase Convertible Notes and the Placement Shares were issued on 13 November 2024 using the Company's available Listing Rule 7.1 placement capacity. As the Company wishes to retain as much of its placement capacity as possible pursuant to Listing Rule 7.1, the Company is seeking ratification of the issue of the First Purchase Convertible Notes under Resolution 8 (which will effectively ratify the Maximum Share Number for the purposes of Listing Rule 7.1).

9.2 Listing Rule 6.1

Listing Rule 6.1 requires that any convertible securities issued by a company are issued on terms that are considered appropriate and equitable. In determining whether the convertible securities are appropriate and equitable, the terms and conditions of the convertible securities must be fair to both new and existing shareholders of the company. If the convertible securities appear to be favourable to the holder of the convertible securities, the company is required to explain the circumstances underpinning the issue of the convertible securities.

The Company provides the following information for the purposes of section 4 of ASX Compliance Update No 05/20, and ASX Compliance Update No 05/23:

- (a) the Company has negotiated the Convertible Note Agreement at arm's length with a sophisticated and professional investor who is an independent third party to the Company and is not a related party of the Company;
- (b) the Company considers that the issue of the Convertible Notes is an appropriate and commercial solution to provide working capital to enable to Company to support its growth initiatives, Philippines operations, product development, and market expansion plans;
- (c) prior to entering into the Convertible Note Agreement, the Company considered other available fund raising options, such as a traditional equity raising and other types of equity-linked debt instruments, to meet the Company's funding requirements. The Company was of the view that the other options available were not on the same commercial terms and were therefore not in the best interests of Shareholders of the Company; and
- (d) the Company has not agreed to enter into a deed of charge or other form of security arrangement and to issue 'collateral shares' to a convertible noteholder.

The Company confirms that it sought legal advice from Steinepreis Paganin regarding the suitability of the terms of the Convertible Notes and was advised that the Convertible Notes were market standard and do not contain any of the features noted in section 5.9 of ASX Guidance Note 21, based on the reasons set out below:

- (a) the Convertible Note Agreement contains a floor price for the conversion of the Convertible Notes; and
- (b) there are other convertible notes on similar terms in the marketplace.

10. RESOLUTION 8 – RATIFICATION OF PRIOR ISSUE OF CONVERTIBLE NOTES

10.1 General

As set out in Section 9 above, the Company entered into the Convertible Note Agreement with Obsidian for the issue of Convertible Notes. Pursuant to the Convertible Note Agreement, the Company issued 503,356 First Purchase Convertible Notes to raise A\$750,000 on 13 November 2024.

The actual number of Shares on conversion of the Convertible Notes (**Convertible Note Shares**) which may be converted from Convertible Notes is subject to the actual Conversion Price (please refer to Section 10.2 below for further details). However, the maximum number of Shares that can be issued under the Convertible Note Agreement (including the Placement Shares), without Shareholder approval, is 230,677,025 Shares.

The Placement Shares are intended to be used to offset any future Shares issued to Obsidian at its discretion. Any Placement Shares which remain unpaid at the end of the maturity date of the Convertible Notes (and no amount is owed to Obsidian), will either be purchased by Obsidian at 90% of the average of the lowest 5 daily VWAPs during the 15 actual trading days immediately prior to the date that Obsidian makes the payment, sold on-market and 95% of the net proceeds paid to the Company, or transferred to a nominee of the Company.

The First Purchase Convertible Notes and the Placement Shares were issued in accordance with the Company's capacity under Listing Rule 7.1 and did not breach Listing Rule 7.1 at the time of the issue.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The issue does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of the issue.

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue.

Resolution 8 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the First Purchase Convertible Notes.

For avoidance of doubt, Shareholder approval under Resolution 8 will not refresh the maximum number of Shares that can be issued under and pursuant to the Convertible Note Agreement without Shareholder approval. Rather, Shareholder approval under Resolution 8 will only refresh the Company's placement capacity under Listing Rule 7.1.

10.2 Conversion of the Convertible Notes

Pursuant to the Convertible Note Agreement, the number of Convertible Note Shares issued upon a conversion of the Convertible Notes will be determined by the following formula:

$$\text{Number of Convertible Note Shares} = \text{Face Value} / \text{Conversion Price}$$

Where:

Conversion Price means either:

- (a) **Fixed Conversion Price:** A\$0.012; or
- (b) **Variable Conversion Price:** is the lesser of:
 - (i) 90% of the average of the lowest 3 daily VWAPs during the 15 actual trading days prior to the date of the Conversion Notice, rounded down to the lowest \$0.001; and
 - (ii) the Fixed Conversion Price,

provided that the Variable Conversion Price can never be less than the Floor Price in any event, and in the event that the Variable Conversion Price as calculated would be less than the Floor Price, the Variable Conversion Price will be the Floor Price.

Exchange Rate means the spot rate of exchange displayed for that day on the Reserve Bank of Australia website or as reported by IRESS.

Face Value means the Face Value of the Convertible Notes, being US\$1.15 each, multiplied by the number of Convertible Notes to be converted, and converted into A\$ at the Exchange Rate.

Floor Price means A\$0.0035.

VWAP means in relation to one or more trading days, the volume weighted average price (in A\$), of the Shares on ASX and Cboe for those trading days, as reported by IRESS.

For illustrative purposes only, the below table shows an example of the number of Convertible Note Shares that may be issued on conversion of the First Purchase Convertible Notes at various conversion prices.

CONVERSION PRICE	NUMBER OF CONVERTIBLE NOTE SHARES ISSUED ON CONVERSION ²	% (FULLY-DILUTED BASIS)
Fixed Conversion Price	73,590,058	3.20%
Variable Conversion Price ¹	163,533,463	7.11%
200% of Variable Conversion Price	81,766,732	3.55%
50% of Fixed Conversion Price	147,180,117	6.40%
Maximum number of Shares that can be issued under the Convertible Note Agreement ⁴	230,677,025	10.02%

Notes:

1. For illustrative purposes, based on 90% of the lowest share price in the 3 months preceding the date of this Notice, being \$0.006.
2. Assumes a AUD:USD exchange rate of 0.6555 (RBA exchange rate as at 12 November 2024).
3. Obsidian may not give a conversion notice where the number of Conversion Shares would exceed 4.99% of the number of Shares on issue.
4. This assumes that the Maximum Share Number is issued on conversion of the First Purchase Convertible Notes and includes the 37,500,000 Placement Shares issued to Obsidian, which will be used to offset any issue of Shares on conversion of the First Purchase Convertible Notes.

10.3 Technical information required by Listing Rule 14.1A

If this Resolution 8 is passed, the issue of the First Purchase Convertible Notes will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

If this Resolution is not passed, the issue of the First Purchase Convertible Notes will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

10.4 Technical information required by Listing Rules 7.4 and 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to Resolution 8:

- (a) 503,356 First Purchase Convertible Notes were issued to Obsidian Global GP, LLC (an independent, professional and sophisticated investor) under the Convertible Note Agreement;
- (b) if converted, the conversion of the First Purchase Convertible Notes may result in the issue of a maximum of 230,677,025 Shares (including the Placement Shares) without Shareholder approval (given the maximum share number attached to the First Purchase Convertible Notes as included in the Convertible Note Agreement). At the time of issue of the First Purchase Convertible Notes, the Company had capacity under Listing Rule 7.1 to issue the maximum number of shares to be issued as the Placement Shares and on conversion of the First Purchase Convertible Notes;
- (c) the First Purchase Convertible Notes were issued on 13 November 2024 on the terms and conditions set out in Schedule 3;
- (d) the face value of each First Purchase Convertible Note is US\$1.15, whilst the effective subscription price of each First Purchase Convertible Note is US\$1.00. The Company has not and will not receive and other consideration for the issue of the First Purchase Convertible Notes;

- (e) the purpose of the issue of the First Purchase Convertible Notes was to raise funds to provide working capital to enable to Company to support its growth initiatives, Philippines operations, product development, and market expansion plans;
- (f) the First Purchase Convertible Notes were issued to Obsidian under the Convertible Note Agreement. A summary of the material terms of the Convertible Note Agreement is set out in Schedule 3; and
- (g) a voting exclusion statement applies to this Resolution.

11. RESOLUTION 9 – APPROVAL TO ISSUE TOP-UP PURCHASE CONVERTIBLE NOTES TO OBSIDIAN GLOBAL GP, LLC

11.1 General

Under the Convertible Note Agreement, the Company has agreed to issue, and Obsidian has agreed to subscribe for further Top-up Purchase Convertible Notes for a subscription sum of A\$250,000, subject to Shareholder approval and other standard conditions set out in Schedule 3.

A summary of Listing Rule 7.1 is set out in Section 10.1 above.

The proposed issue falls within exception 17 of Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

11.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. If the Company is unable to proceed with the issue of the Top-up Purchase Convertible Notes, then the Company will not receive A\$250,000 from Obsidian with respect to the issue of the Top-up Purchase Convertible Notes and the Company will have less working capital available to support its growth initiatives, Philippines operations, product development, and market expansion plans. In addition, the Company may need to raise additional capital for working capital purposes using its 10% placement capacity.

Resolution 9 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Top-up Purchase Convertible Notes.

11.3 Technical information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 9:

- (a) the Top-up Purchase Convertible Notes will be issued to Obsidian;
- (b) the Company will issue up to A\$250,000 worth of Convertible Notes, and the number of Convertible Notes will be that number which is equivalent to the actual amount paid in US\$ by Obsidian for the Top-up Purchase Convertible Notes. The number of Top-up Purchase Convertible Notes to be issued may change depending on the prevailing AUD:USD exchange rate at the time that the Top-up Purchase Convertible Notes are issued under the Convertible Note Agreement. For illustrative purposes only, the below shows an example of the number of Top-up Purchase Convertible Notes that may be issued based on the AUD:USD exchange rate as at the date of this Notice (and a 25% decrease and increase to this exchange rate).

EXCHANGE RATE	NUMBER OF TOP-UP PURCHASE CONVERTIBLE NOTES
AU\$1 = US\$0.6555 ¹	163,875
AU\$1 = US\$0.4916 (25% decrease)	122,906
AU\$1 = US\$0.8194 (25% increase)	204,844

Notes:

1. Assumes a AUD:USD exchange rate of 0.6555 (RBA exchange rate as at 12 November 2024).
- (c) if converted under the Convertible Note Agreement, the Top-up Purchase Convertible Notes will result in the issue of Shares. If converted at the Fixed Conversion Price (and assuming an AUD:USD exchange rate of 0.6555 at the time of issue and conversion), the number of Shares to be issued will be 23,958,334. In certain situations, the conversion price may vary and therefore the number of Shares issued on conversion of the Top-up Purchase Convertible Notes may vary as set out in accordance with the worked example included in Section 11.4 below;
- (d) the Top-up Purchase Convertible Notes will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of all the Top-up Purchase Convertible Notes will occur on the same date;
- (e) the face value of each Top-up Purchase Convertible Note is US\$1.15, whilst the effective subscription price of each Top-up Purchase Convertible Note is US\$1.00. The Company has not and will not receive and other consideration for the issue of the Top-up Purchase Convertible Notes;
- (f) the purpose of the issue of the Top-up Purchase Convertible Notes is to raise funds to provide working capital to enable to Company to support its growth initiatives, Philippines operations, product development, and market expansion plans;
- (g) the Top-up Purchase Convertible Notes are being issued to Obsidian under the Convertible Note Agreement. A summary of the material terms of the Convertible Note Agreement and the Top-up Purchase Convertible Notes is set out in Schedule 3;
- (h) the Top-up Purchase Convertible Notes are not being issued under, or to fund, a reverse takeover; and
- (i) A voting exclusion statement applies to this Resolution.

11.4 Dilution upon conversion of the Top-up Purchase Convertible Notes

Set out below is a worked example of the number of Shares that may be issued under this Resolution, applying the conversion formula set out in Section 10.2, and based on assumed conversion prices of \$0.012, \$0.006, \$0.0054, \$0.0045 and \$0.0035 per Share, being the Fixed Conversion Price, closing price of shares on 13 November 2024 (**Closing Price**), 10% decrease and 25% decrease to the Closing Price, and the Floor Price.

Assumed Conversion Price	Maximum number of Shares which may be issued ¹	Current Shares on issue as at the date of this Notice ²	Increase in the number of Shares on issue assuming the Company issued the maximum amount pursuant to Resolution 9 ³	Dilution effect on existing Shareholders
\$0.012	23,958,334	2,158,858,336	2,182,816,670	1.10%
\$0.006	47,916,667	2,158,858,336	2,206,775,003	2.17%
\$0.0054	53,240,741	2,158,858,336	2,212,099,077	2.41%
\$0.0045	63,888,889	2,158,858,336	2,222,747,225	2.87%
\$0.0035	82,142,858	2,158,858,336	2,241,001,194	3.67%

Notes:

1. Rounded up to the nearest whole number.
2. There are currently 2,158,858,336 Shares on issue as at the date of this Notice and this table assumes no Options are exercised, no convertible securities converted or additional Shares issued, other than the maximum number Shares which may be issued pursuant to Resolution 9 (based on the assumed conversion prices set out in the table).

3. Assumes a AUD:USD exchange rate of 0.6555 (RBA exchange rate as at 12 November 2024) at the time of issue and conversion of the Top-up Purchase Convertible Notes. The Company notes that the above workings are an example only and the actual number of Top-up Purchase Convertible Notes and the conversion price may differ. This will result in the maximum number of Shares to be issued and the dilution percentage to also differ.

12. RESOLUTION 10 – APPROVAL TO ISSUE SUBSEQUENT PURCHASE CONVERTIBLE NOTES TO OBSIDIAN GLOBAL GP, LLC

12.1 General

Under the Convertible Note Agreement, the Company has agreed to issue, and Obsidian has agreed to subscribe for Subsequent Purchase Convertible Notes up to a subscription sum of A\$2,000,000, subject to mutual agreement, Shareholder approval and other standard conditions further set out in Schedule 3.

A summary of Listing Rule 7.1 is set out in Section 10.1 above.

The proposed issue falls within exception 17 of Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

12.2 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. If the Company is unable to proceed with the issue of the Subsequent Purchase Convertible Notes, then the Company will not receive up to A\$2,000,000 from Obsidian with respect to the issue of the Subsequent Purchase Convertible Notes and the Company will have less working capital available to support its growth initiatives, Philippines operations, product development, and market expansion plans. In addition, the Company may need to raise additional capital for working capital purposes using its 10% placement capacity.

Resolution 10 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Subsequent Purchase Convertible Notes.

12.3 Technical information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 10:

- (a) the Subsequent Purchase Convertible Notes will be issued to Obsidian;
- (b) the Company will issue up to A\$2,000,000 worth of Convertible Notes, and the number of Convertible Notes will be that number which is equivalent to the actual amount paid in US\$ by Obsidian for the Subsequent Purchase Convertible Notes. The number of Subsequent Purchase Convertible Notes to be issued may change depending on the prevailing AUD:USD exchange rate at the time that the Subsequent Purchase Convertible Notes are issued under the Convertible Note Agreement. For illustrative purposes only, the below shows an example of the number of Subsequent Purchase Convertible Notes that may be issued based on the AUD:USD exchange rate as at the date of this Notice (and a 25% decrease and increase to this exchange rate).

EXCHANGE RATE	NUMBER OF SUBSEQUENT PURCHASE CONVERTIBLE NOTES
AU\$1 = US\$0.6555 ¹	1,311,000
AU\$1 = US\$0.4916 (25% decrease)	983,250
AU\$1 = US\$0.8194 (25% increase)	1,638,750

Notes:

1. Assumes an AUD:USD exchange rate of 0.6555, being the AUD:USD exchange rate as at 12 November 2024.

- (c) If converted under the Convertible Note Agreement, the Subsequent Purchase Convertible Notes will result in the issue of Shares. If converted at the Fixed Conversion Price (and assuming an AUD:USD exchange rate of 0.6555 at the time of issue and conversion), the number of Shares to be issued will be 191,666,667. In certain situations, the conversion price may vary and therefore the number of Shares issued on conversion of the Subsequent Purchase Convertible Notes may vary as set out in accordance with the worked example included in Section 12.4 below;
- (d) the Subsequent Purchase Convertible Notes will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Subsequent Purchase Convertible Notes will occur progressively;
- (e) the face value of each Top-up Purchase Convertible Note is US\$1.15, whilst the effective subscription price of each Top-up Purchase Convertible Note is US\$1.00. The Company has not and will not receive and other consideration for the issue of the Subsequent Purchase Convertible Notes;
- (f) the purpose of the issue of the Subsequent Purchase Convertible Notes is to raise funds to provide working capital to enable to Company to support its growth initiatives, Philippines operations, product development, and market expansion plans;
- (g) the Subsequent Purchase Convertible Notes are being issued to Obsidian under the Convertible Note Agreement. A summary of the material terms of the Convertible Note Agreement and the Subsequent Purchase Convertible Notes is set out in Schedule 3; and
- (h) the Subsequent Purchase Convertible Notes are not being issued under, or to fund, a reverse takeover;
- (i) a voting exclusion statement applies to this Resolution.

12.4 Dilution upon conversion of the Subsequent Purchase Convertible Notes

Set out below is a worked example of the number of Shares that may be issued under this Resolution, applying the conversion formula set out in Section 10.2, and based on assumed conversion prices of \$0.012, \$0.006, \$0.0054, \$0.0045 and \$0.0035 per Share, being the Fixed Conversion Price, closing price of shares on 13 November 2024 (**Closing Price**), 10% decrease and 25% decrease to the Closing Price, and the Floor Price.

ASSUMED CONVERSION PRICE	MAXIMUM NUMBER OF SHARES WHICH MAY BE ISSUED ¹	CURRENT SHARES ON ISSUE AS AT THE DATE OF THIS NOTICE ²	INCREASE IN THE NUMBER OF SHARES ON ISSUE ASSUMING THE COMPANY ISSUED THE MAXIMUM AMOUNT PURSUANT TO RESOLUTION 10 ³	DILUTION EFFECT ON EXISTING SHAREHOLDERS
\$0.012	191,666,667	2,158,858,336	2,350,525,003	8.15%
\$0.006	383,333,334	2,158,858,336	2,542,191,670	15.08%
\$0.0054	425,925,926	2,158,858,336	2,584,784,262	16.48%
\$0.0045	511,111,112	2,158,858,336	2,669,969,448	19.14%
\$0.0035	657,142,858	2,158,858,336	2,816,001,194	23.34%

Notes:

1. Rounded up to the nearest whole number.
2. There are currently 2,158,858,336 Shares on issue as at the date of this Notice and this table assumes no Options are exercised, no convertible securities converted or additional Shares issued, other than the maximum number Shares which may be issued pursuant to Resolution 10 (based on the assumed conversion prices set out in the table).
3. Assumes a AUD:USD exchange rate of 0.6555 (RBA exchange rate as at 12 November 2024) at the time of issue and conversion of the Subsequent Purchase Convertible Notes. The Company notes that the above workings are an example only and the actual number of Subsequent Purchase Convertible

Notes and the conversion price may differ. This will result in the maximum number of Shares to be issued and the dilution percentage to also differ.

GLOSSARY

Addendum means this addendum to the Notice.

Additional Resolution means Resolutions 8 to 10 of this Addendum.

Meeting means the Company's annual general meeting of members to be held at 10:00am (WST) on 29 November 2024.

Notice means the Notice of Annual General Meeting released by the Company on the ASX on 28 October 2024.

Original Proxy Form means the proxy form annexed to the Notice.

Replacement Proxy Form means the replacement proxy form annexed to the Addendum to the Notice

SCHEDULE 3 - TERMS AND CONDITIONS OF CONVERTIBLE NOTES


On 4 November 2024, the Company entered into a convertible securities and share place agreement (**Convertible Note Agreement**) with Obsidian Global GP, LLC (**Obsidian**), the material terms and conditions of which are set out below.


Issue of Convertible Notes	The Company may create and issue convertible notes convertible into fully paid ordinary shares in the Company (Shares) under the Convertible Note Agreement (Convertible Notes) and Obsidian agrees to subscribe for the Convertible Notes in accordance with the Convertible Note Agreement.
Commitment Limit	A\$3,000,000 (Commitment Value).
Face Value	US\$1.15 per Convertible Note (Face Value).
Maturity Date	36 months after each Purchase (defined below) (each, a Maturity Date).
Purchases	<p>On each Purchase Date (set out below) Obsidian must pay the Company the relevant Purchase Price (set out below) and in consideration the Company must issue the relevant number of Convertible Notes, on the following Purchases:</p> <p>(a) First Purchase: A\$750,000, within 5 business days after the execution date of the Convertible Note Agreement (Execution Date); and</p> <p>(b) Subsequent Purchases: such amount as Obsidian and the Company may agree in respect of the relevant subsequent purchase, provided that:</p> <p>(i) if the Company requests the top-up purchase within five business days of this Meeting, the purchase must be for A\$250,000 (Top-up Purchase); and</p> <p>(ii) the aggregate Purchase Price under all Purchases cannot exceed the Commitment Limit,</p> <p>at such time as agreed between the Company and Obsidian.</p> <p>The Company will issue the number of Convertible Notes that is equivalent to the actual amount paid in US\$ by Obsidian. The number of Convertible Notes that may be issued may change depending on the prevailing AUD:USD exchange rate at the time that the Convertible Notes are issued under the Convertible Note Agreement.</p>
Number of First Purchase Convertible Notes	The Company has issued 503,356 First Purchase Convertible Notes to Obsidian under the First Purchase.
Placement Shares	<p>(a) In consideration for Obsidian entering into the Convertible Note Agreement, the Company issued 37,500,000 Shares (Placement Shares) to Obsidian.</p> <p>(b) If Obsidian converts the Convertible Notes into Shares (Conversion Shares), Obsidian may in its sole discretion apply the Placement Shares to offset the new Shares that would be required to be issued on such conversion.</p> <p>(c) If any Placement Shares remain outstanding following full repayment of the Convertible Notes and termination of the Convertible Note Agreement, Obsidian must either (at its election):</p> <p>(i) pay the Company an amount per Placement Share equal to 90% of the average of the lowest 3 daily volume weighted average prices on ASX and Cboe (VWAPs) during the 15 trading days immediately prior to the date upon which Obsidian makes the payment, rounded down to the lowest \$0.001;</p> <p>(ii) sell the Placement Shares on market and pay the Company 95% of the net sale proceeds to the Company; or</p> <p>(iii) transfer the Placement Shares to the Company's nominee for no consideration.</p>

Conditions to Top-up Purchase and Subsequent Purchases	<p>Obsidian has no obligation in respect of the Subsequent Purchases unless and until the following conditions are satisfied:</p> <ul style="list-style-type: none"> (a) the Company has obtained shareholder approval for the issue of the Convertible Notes to be issued at the Subsequent Purchase which remains valid at the time of the Subsequent Purchase; (b) other than in the case of the Top-up Purchase, the Company and Obsidian have agreed the Purchase Price and Purchase Date in respect of the Subsequent Purchase; and (c) the Purchase Price, when aggregated with all Purchase Prices from prior Purchases, will not exceed the Commitment Limit. <p>In the case of the Top-up Purchase, the Company has given written notice to Obsidian requesting the Top-up Purchase within 5 business days of the Company holding this Meeting.</p>
Interest	<p>No interest is payable on the Convertible Notes except if an event of default occurs, interest will be payable on the Amount Outstanding and any other amounts payable under the Convertible Note Agreement, at a rate of 15% per annum accruing daily and compounded monthly.</p>
Conversion Prices	<p>Obsidian can convert one or more Convertible Notes on issue to them at any time at:</p> <ul style="list-style-type: none"> (a) Fixed Conversion Price: A\$0.012; or (b) Variable Conversion Price: the lesser of: <ul style="list-style-type: none"> (i) 90% of the average of the lowest 3-daily VWAP during the 15 Actual Trading Days prior to the Conversion Notice Date rounded down to the lowest A\$0.001; and (ii) the Fixed Conversion Price, provided that the Variable Conversion Price can never be less than A\$0.0035 (Floor Price) in any event, and in the event that the Variable Conversion Price as calculated would be less than the Floor Price, the Variable Conversion Price will be the Floor Price. <p>If any conversion takes place at the Variable Conversion Price and the Variable Conversion Price without regard to the Floor Price is lower than the Floor Price, then at the time of the issue of the Conversion Shares, the Company must either reduce the number of Placement Shares or make a payment to Obsidian in accordance with the prescribed formulas.</p> <p>At any time, should the Company issue Shares at a price less than the Fixed Conversion Price or any security convertible into Shares at a price less than the Fixed Conversion Price then the Fixed Conversion Price will be reduced to that lesser price.</p>
Limitations on Conversions at Variable Conversion Price	<p>Obsidian may only give conversion notices specifying that a conversion is to occur at the Variable Conversion Price when all of the following are satisfied:</p> <ul style="list-style-type: none"> (a) the conversion notice date is after the day which is 60 days after the Execution Date (or such other date agreed in writing); and (b) where any 20-day VWAP during the period commencing on the Execution Date and ending on the relevant conversion notice date, is less than the Fixed Conversion Price. <p>Obsidian may not give a conversion notice where the number of Conversion Shares would exceed 4.99% of the number of Shares on issue.</p> <p>The above restrictions will cease to apply if an event of default under the Convertible Note Agreement occurs.</p>
Redemption Amount	<p>105% of the amount outstanding (being the Face Value plus any other amounts payable by the Company to Obsidian) in respect of the Convertible Notes (Redemption Amount).</p>
Early Redemption on raise	<p>Obsidian may at any time, subsequent to the date of the execution of the Convertible Note Agreement, provide written notice to the Company:</p> <ul style="list-style-type: none"> (a) where the Company raises funds in aggregate of less than \$2,500,000 from any source (other than from Obsidian), require the Company to apply up 20% of the proceeds of the funds raised (from the first \$2,500,000 raised); and

	<p>(b) where the Company raises funds in aggregate of more than \$2,500,000 from any source (other than from Obsidian), require the Company to apply up to 35% of the proceeds of the funds raised (from the funds raised in excess of \$2,500,000), to the redemption of outstanding Convertible Notes at the Redemption Amount.</p>
Early Redemption by Company	The Company may, at any time prior to the Maturity Date, redeem some or all of the Convertible Notes at any time by giving notice to Obsidian and paying the Redemption Amount.
Redemption on Maturity	On each Maturity Date the Company must redeem all outstanding Convertible Notes that mature on that Maturity Date by paying Obsidian the Redemption Amount in respect of the relevant Convertible Notes.
Maximum Number of Shares issued under First Purchase	The aggregate maximum number of new securities that the Company may or is required to issue as the Placement Shares, or on one or more conversions or redemptions of Convertible Notes issued at the First Purchase without the Company first obtaining shareholder approval for the relevant issue of Shares is 230,677,025 Shares (Maximum Share Number).
Share Restrictions	<p>(a) No Conversion Shares or Placement Shares will be issued if it would result in Obsidian or any person holding a relevant interest in more than 19.99% of the Shares on issue. In this case, the Company must not issue the Shares to Obsidian but must instead repay to Obsidian the relevant Amount Outstanding.</p> <p>(b) If Obsidian sells any Conversion Shares or Placement Shares, Obsidian must not sell Shares on any trading day in excess of the greater of:</p> <p>(i) 20% of the daily trading volume on that trading day on ASX and Chi-X (as reported by IRESS); and</p> <p>(ii) A\$20,000,</p> <p>which will cease to apply in an event of default under the Convertible Note Agreement.</p>
Events of default	<p>Events of default include the following:</p> <p>(a) failure to pay an amount owed to Obsidian;</p> <p>(b) a material breach or failure to comply with any material obligation under the transaction documents (subsisting for 5 business days following notice to rectify such breach or failure);</p> <p>(c) the occurrence of a material adverse effect; or</p> <p>(d) the occurrence of a change of control in respect of the Company.</p>
Termination	<p>The Convertible Note Agreement may be terminated by agreement of the Parties at any time and otherwise:</p> <p>(a) by either party by notice to the other, effective immediately, if the First Purchase has not occurred within three business days of the Purchase Date or such later date as the parties agree in writing, however this right is not available to any party that is in material breach of or default under the Convertible Note Agreement; or</p> <p>(b) by Obsidian in the case of an unremedied default or change of law.</p>
Ranking on Conversion	Shares issued on conversion of the Convertible Notes will rank equally with existing Shares on issue.
Reconstruction of Capital	In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the Fixed Conversion Price will be reduced or, as the case may be, increased, in the same proportion as the issued capital of the Company is, as the case may be, consolidated, subdivided or cancelled.
No Voting Rights	Except as required by law, the Convertible Notes will not carry any right to attend or vote at general meetings of the Company.

Need assistance?

 **Phone:**
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)

 **Online:**
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AWST) on Wednesday, 27 November 2024.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



Control Number: 184446

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.

Proxy Form

Please mark to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Peppermint Innovation Limited hereby appoint

the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Peppermint Innovation Limited to be held at Level 2, 35 Havelock Street, West Perth, WA 6005 on Friday, 29 November 2024 at 10:00am (AWST) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolution 1 (except where I/we have indicated a different voting intention in step 2) even though Resolution 1 is connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolution 1 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain			For	Against	Abstain
Resolution 1	Adoption of Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Resolution 2	Re-election of Director - Mr Anthony Kain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 8	Ratification of prior issue of First Purchase Convertible Notes to Obsidian Global GP, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Approval of 7.1A Mandate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 9	Approval to issue Top-up Purchase Convertible Notes to Obsidian Global GP, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Ratification of Prior Issue of Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution 10	Approval to issue Subsequent Purchase Convertible Notes to Obsidian Global GP, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Ratification of Prior Issue of Options to CPS Capital Group Pty Ltd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Resolution 6	Ratification of Prior Issue of Shares to Plattiverse Pty Ltd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Resolution 7	Ratification of Prior Issue of Options to Private Equity Gateway Group Pty Ltd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1 Securityholder 2 Securityholder 3 / /
Sole Director & Sole Company Secretary **Director** **Director/Company Secretary** **Date**

Update your communication details (Optional)

Mobile Number **Email Address**

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

